

TRUST DEED

26350588

SEP 14 PM 1 49

100 MAY 1979

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, made August 28, 19 82, between Rodney L. Goldstein and H. Keith Kiley, his wife of the City of Chicago, State of Illinois, County of Cook

herein referred to as "Mortgagors," and THE WINNETKA BANK,

an Illinois corporation doing business in Winnetka, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One hundred fifty thousand and 00/100 (\$150,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE WINNETKA BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from September 15, 1982 on the balance of principal remaining from time to time unpaid at the rate specified in said note, and in instalments as follows: \*

thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of August, 2011. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 14.00% per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, Illinois, as the holders of this note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of THE WINNETKA BANK in the Village of Winnetka, Cook County, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and conditions herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate, to wit: Village of Winnetka, Cook County, Illinois, AND STATE OF ILLINOIS, being in the County of Cook, Illinois, to wit: Lot 12 in Block 7 in Winnetka Park Bluffs being a subdivision by William H. Cairnduff of part of Sections 16, 17, and 20, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

\* 14.00% per annum for the first twelve month period beginning October 15, 1982 thru October 14, 1983 amortized by payments of \$1,781.46.

14.75% per annum for the second twelve month period beginning October 15, 1983 thru October 14, 1984 amortized by payments of \$1,869.64.

15.50% per annum for the twelve month period beginning October 15, 1984 thru October 14, 1985 amortized by payments of \$1,957.79.

On September 15, 1985 the rate of this loan will be re-negotiated. The rate will be equal to 1/2 of 1% below the average of the first six months of the Federal Home Loan Bank Board Contract Loan Rate for that year. The rate will not increase more than 1% per annum at each period of re-negotiation which is every third year beginning in 1985 as long as applicable. The base rate for re-negotiation will be 14.75%.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hand s and seal s of Mortgagors the day and year first above written

(SEAL) Rodney L. Goldstein (SEAL)

(SEAL) H. Keith Kiley (SEAL)

STATE OF ILLINOIS Ellen D. Hohlfelder

ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rodney L. Goldstein and H. Keith Kiley, his wife

who are personally known to me to be the same person s whose name s subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 28th day of August, A.D. 1982

MY COMMISSION EXPIRES

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